

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE  
BEFORE THE BOARD OF PATENT APPEALS AND INTERFERENCES**

In re Application of:	§	Group Art Unit: 3692
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Nobuyoshi Morimoto	§	Examiner: Nguyen, Nga B
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	§	Atty. Dkt. No.: 5596-00301
	§	
Serial No. 09/895,457	§	
	§	
Filed: June 29, 2001	§	
	§	
For: SYSTEM AND METHOD FOR	§	
NEGOTIATING IMPROVED	§	
TERMS FOR PRODUCTS AND	§	
SERVICES BEING PURCHASED	§	
THROUGH THE INTERNET	§	

**APPEAL BRIEF**

**Mail Stop Appeal Brief - Patents**  
Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

Sir/Madam:

Further to the Notice of Appeal filed May 1, 2007, Appellant presents this Appeal Brief. Appellant respectfully requests that the Board of Patent Appeals and Interferences consider this appeal.

**I. REAL PARTY IN INTEREST**

As evidenced by the assignment recorded at Reel/Frame 011977/0632, the subject application is owned by NIHON DOT.COM CO., LTD. (d.b.a. ColonDot.com).

## **II. RELATED APPEALS AND INTERFERENCES**

No other appeals, interferences or judicial proceedings are known which would be related to, directly affect or be directly affected by or have a bearing on the Board's decision in this appeal.

### **III. STATUS OF CLAIMS**

Claims 1-44 are pending in the application and stand finally rejected. The rejection of claims 1-44 is being appealed. A copy of the appealed claims, as currently pending, is included in the Claims Appendix herein below.

#### **IV. STATUS OF AMENDMENTS**

No amendments have been submitted subsequent to the final rejection.

## V. SUMMARY OF CLAIMED SUBJECT MATTER

Independent claim 1 is directed toward a method for negotiating improved terms for a product or service being purchased over the Internet. The method includes receiving information indicating one or more default purchasing standards for a purchaser using an Internet web site to purchase the product or service (*see e.g.*, page 15, line 18 – page 16, line 26). The method further includes detecting an issuance of a commitment to purchase with associated terms for the product or service being purchased by the purchaser using the Internet web site (*see e.g.*, Figure 3b, item 370; page 4, lines 13-23; page 12, line 28 – page 13, line 12; page 15, lines 7-16). The method further includes making an offer to the purchaser for negotiating the improved terms within a specified time (*see e.g.*, Figure 4a, item 420; page 4, lines 13-23; page 16, line 28 – page 17, line 24). The method further includes, in response to the purchaser accepting the offer, conducting a search for the improved terms within the specified time (*see e.g.*, Figure 4, item 440; page 14, line 13 – page 15, line 2; page 18, lines 18- 22; page 18, line 24 – page 19, line 7). The method further includes, in response to the purchaser accepting the offer, receiving information regarding multiple offers for the product or service within the specified time (*see e.g.*, Figure 4, item 440; page 18, lines 18-22; page 18, line 24 – page 19, line 7). The method further includes, in response to the purchaser accepting the offer, rejecting one or more of the multiple offers based on the default purchasing standards (*see e.g.*, page 15, line 18 – page 16, line 26). The method further includes, in response to the purchaser accepting the offer, presenting one of the multiple offers, which includes the improved terms, to the purchaser (*see e.g.*, Figure 4, item 460; page 21, line 22 – page 22, line 5).

Independent claim 14 is directed toward a system for negotiating improved terms for a product or service being purchased over a computer network. The system includes a computer program and a web site server computer system (*see e.g.*, Figure 2, item 150; Figure 3, items 306, 306a; page 8, line 15 – page 10, line 6; Figure 3, item 302; page 10, line 12 – page 14, line 2). The computer program is executable on a client computer system by a purchaser to connect with the web site server and detect an issuance of a

commitment to purchase with associated terms for the product or service (*see e.g.*, Figure 2, item 150; Figure 3, items 306, 306a; page 8, line 15 – page 10, line 6). The web site server is operable to receive information indicating one or more default purchasing standards for the purchaser (*see e.g.*, page 15, line 18 – page 16, line 26). The web site server is further operable to receive a notification about the issuance of the commitment to purchase (*see e.g.*, Figure 3b, item 370; page 15, lines 7-16; page 4, lines 13-23; page 12, line 28 – page 13, line 12). The web site server is further operable to make an offer to the purchaser for negotiating improved terms within a specified time (*see e.g.*, Figure 4a, item 420; page 4, lines 13-23; page 16, line 28 – page 17, line 24). The web site server is operable to, in response to the purchaser accepting the offer, conduct a search for the improved terms within the specified time (*see e.g.*, Figure 4, item 440; page 14, line 13 – page 15, line 2; page 18, lines 18- 22; page 18, line 24 – page 19, line 7). The web site server is further operable to, in response to the purchaser accepting the offer, receive information regarding multiple offers for the product or service within the specified time (*see e.g.*, Figure 4, item 440; page 18, lines 18-22; page 18, line 24 – page 19, line 7). The web site server is further operable to, in response to the purchaser accepting the offer, reject one or more of the multiple offers based on the default purchasing standards (*see e.g.*, page 15, line 18 – page 16, line 26). The web site server is further operable to, in response to the purchaser accepting the offer, present one of the multiple offers to the purchaser; the presented offer includes the improved terms (*see e.g.*, Figure 4, item 460; page 21, line 22 – page 22, line 5).

Independent claim 29 is directed toward a method that includes detecting an action by a purchaser that indicates that the purchaser is about to make an original purchase for a particular item or service over the Internet for a particular price (*see e.g.*, Figure 3, item 370; Figure 4, item 400; page 4, lines 13-23; page 15, lines 7-16; page 16, line 13-26). The method further includes determining that the purchaser agrees to wait a predetermined amount of time in exchange for a possibility of securing a better price for the particular item or service (*see e.g.*, item 420, Figure 4a; page 4, lines 21-23; page 17, lines 14-24). The method further includes searching for the better price for the particular item or service (*see e.g.*, Figure 4, item 440; page 14, line 13 – page 15, line 2; page 18,

lines 18- 22; page 18, line 24 – page 19, line 7). The method includes, if the better price is found before the predetermined amount of time expires, purchasing the particular item or service for the purchaser at the better price and charging the purchaser a new price between the particular price and the better price (*see e.g.*, Figure 4C, items 460-470; page 4, line 25 – page 5, line 2; page 5, lines 10-14; page 13, lines 14-24; page 14, lines 4-11). The method includes, if the better price is not found before the predetermined amount of time expires, executing the original purchase for the particular item or service over the Internet for the particular price (*see e.g.*, Figure 4C, items 460-470; page 22, lines 6-15).

Independent claim 41 is directed toward a method that includes detecting an action by a purchaser that indicates that the purchaser is about to make an original purchase for a particular item or service over the Internet for a particular price (*see e.g.*, Figure 3b, item 370; page 4, lines 13-23; page 12, line 28 – page 13, line 12; page 15, lines 7-16). The method further includes intercepting a message over the internet to delay the purchase for a predetermined amount of time; the message includes a commitment to purchase information for the purchaser regarding the item or service (*see e.g.*, page 16, line 28 – page 17, line 24). The method includes searching for a better price for the particular item or service (*see e.g.*, Figure 4, item 440; page 14, line 13 – page 15, line 2; page 18, lines 18- 22; page 18, line 24 – page 19, line 7). The method includes, if the better price is found before the predetermined amount of time expires, purchasing the particular item or service for the purchaser at the better price and charging the purchaser a new price between the particular price and the better price (*see e.g.*, Figure 4C, items 460-470; page 4, line 25 – page 5, line 2; page 5, lines 10-14; page 13, lines 14-24; page 14, lines 4-11). The method includes, if the better price is not found before the predetermined amount of time expires, executing the original purchase for the particular item or service over the Internet for the particular price (*see e.g.*, Figure 4C, items 460-470; page 22, lines 6-15).

Independent claim 44 is directed toward a method that includes detecting an action by a purchaser that indicates that the purchaser is making an original purchase for a particular item or service over the Internet for a particular price (*see e.g.*, Figure 3b,



item 370; page 4, lines 13-23; page 12, line 28 – page 13, line 12; page 15, lines 7-16). The method further includes accessing a broker-agent web site for seeking a better price for the particular item or service within a predetermined amount of time; the seeking a better price includes a multiple broker-agent programs performing multiple searches in parallel for the better price (*see e.g.*, Figure 4a, items 430-440; page 14, line 22 – page 15, line 2). The method includes, if the better price is found before the predetermined amount of time expires, purchasing the particular item or service for the purchaser at the better price and charging the purchaser a new price between the particular price and the better price (*see e.g.*, Figure 4C, items 460-470; page 4, line 25 – page 5, line 2; page 5, lines 10-14; page 13, lines 14-24; page 14, lines 4-11). The method includes, if the better price is not found before the predetermined amount of time expires, executing the original purchase for the particular item over the Internet for the particular price (*see e.g.*, Figure 4C, items 460-470; page 22, lines 6-15).

The summary above describes various examples and embodiments of the claimed subject matter; however, the claims are not necessarily limited to any of these examples and embodiments. The claims should be interpreted based on the wording of the respective claims.

## **VI. GROUND OF REJECTION TO BE REVIEWED ON APPEAL**

Claims 1-44 stand finally rejected under 35 U.S.C. § 103(a) as being unpatentable over Lustig et al. (U.S. Publication 2002/0002531) (hereinafter “Lustig”) in view of Seymour et al. (U.S. Patent 6,871,190) (hereinafter “Seymour”).

## VII. ARGUMENT

Claims 1-44 stand finally rejected under 35 U.S.C. § 103(a) as being unpatentable over Lustig et al. (U.S. Publication 2002/0002531) (hereinafter “Lustig”) in view of Seymour et al. (U.S. Patent 6,871,190) (hereinafter “Seymour”). Appellant traverses this rejection for at least the following reasons. Different groups of claims are addressed under their respective subheadings.

### **Claims 1, 3, 4, 5, 6, 7, 9, 10, 13, 28, and 43**

**In regard to claim 1, Lustig in view of Seymour fails to teach or suggest rejecting one or more of the plurality of offers based on the default purchasing standards.** The Examiner cites paragraphs [0060] and [0061] of Lustig, reproduced below:

The matching program 260 is adapted to, upon request, and upon receipt of the original offer information, retrieve the available offer information from the matching database 270 and compare the available offer information with the original offer information to determine whether the better offer is available. (paragraph [0060], emphasis added)

Further, the matching program 260 is adapted to, when directed, accept the better offer on behalf of the user originating the request. In this embodiment, the matching program 260 is also adapted to, when directed, accept the original offer on behalf of the user originating the request, if the original offer information is in the matching database 270. (paragraph [0061], emphasis added)

**Nowhere does Lustig teach anything at all about actively rejecting an offer.** In the Examiner’s remarks, the Examiner appears to assert that by accepting an offer, the matching program rejects another offer. However, just because one offer is accepted does not mean that another is actively rejected. Other offers could be kept “alive” for numerous reasons. The actual teachings of Lustig fail to substantiate the Examiner’s assertion. Lustig, even when combined with Seymour, fails to teach or suggest actively rejecting one or more of the plurality of offers based on the default purchasing standards.

Furthermore, Lustig in view of Seymour fails to teach or suggest receiving information indicating one or more default purchasing standards for a purchaser using an Internet web site to purchase a product or service; and, in response to the purchaser accepting a separate offer for negotiating improved terms within a specified time, rejecting one or more other offers, based on the default purchasing standards. The Examiner cites paragraphs [0070-0073] of Lustig and refers to the fact that in Lustig's system a user may connect to a publisher's web site to submit an original offer. The Examiner also relies on the fact that Lustig's system accepts the better of the user's original offer and other offers. Thus, the Examiner's position appears to be that a user selecting an original offer in Lustig's system equates to receiving information indicating default purchasing standards for a purchaser using an Internet web site to purchase a product or service, as recited in Appellant's claims. **However, Appellant's claim 1 draws a distinction between "detecting an issuance of a commitment to purchase with associated terms" and "receiving information indicating one or more default purchasing standards"**. Thus, the user-selected offer to purchase an item in Lustig is not the same as receiving *default purchasing standards* that are distinct from terms associated with a commitment to purchase a product or service.

Furthermore, in the cited passage, Lustig teaches that his system provides a web page including a plurality offers to the user for selection. Presenting plurality of purchase offers from which a user selects an offer "in which the user is interested" (Lustig, para. [0070]) does not equate to, nor teach or suggest, even if combined with Seymour, *receiving information indicating default purchasing standards*, as recited in claim 1. Receiving information indicating that a user is *interested* in a *particular* offer, as taught by Lustig, is not the same as receiving information indicating *default purchasing standards* which are used in rejecting other offers that arise from the purchaser accepting a separate offer for negotiating improved terms within a specified time. The Examiner has erroneously conflated user selection of a particular offer with receiving *default purchasing standards* that are used in rejecting other offers that arise from the purchaser accepting a separate offer for negotiating improved terms within a specified time. An

offer is clearly not the same as default purchasing standards. No one of ordinary skill in the art would conflate the initial offer in Lustig with default purchasing standards as recited in Appellant's claim.

Lustig even in light of Seymour does not teach that a user selecting an offer of interest has anything to do with default purchasing standards used in rejecting other offers that arise from the purchaser accepting a separate offer for negotiating improved terms within a specified time. Nor does Lustig, even in view of Seymour, teach that user selected offers are used as default purchasing standards in rejecting other offers that arise from the purchaser accepting a separate offer for negotiating improved terms. Therefore, Lustig and Seymour, whether considered singly or in combination, clearly fail to teach or suggest receiving information indicating one or more default purchasing standards for a purchaser using an Internet web site to purchase a product or service; and, in response to the purchaser accepting a separate offer for negotiating improved terms within a specified time, rejecting one or more other offers, based on the default purchasing standards.

**Additionally, the cited art fails to teach or suggest, in response to said purchaser accepting said offer, presenting one of the plurality of offers to the purchaser, wherein the presented offer includes said improved terms.** The Examiner cites paragraphs [0042]-[0044] of Lustig, which describes a "Publisher" receives offer information from vendors and "uses the Web server 140 to present Web pages that contain the offer information, for example, in the manner of an electronic catalog" (paragraph [0044]). While Lustig does disclose "Web pages that contain the offer information," this offer information is presented to the user before the user indicates an "original offer" as illustrated by paragraph [0070] reproduced below:

During operation of the system 50, the User operates the User's computer 100 to connect to the Publisher's Web site and communicate with the interaction program 240 that, in coordination with the presentation program 230, enables the EUREKA-1 (3.0-001) User to navigate the Publisher's Web site. Once at the Publisher's Web site, the User uses the browsing and/or searching tools available on the Web site to request a Web page describing a plurality of offers, including the First Offer and the Second Offer. In response to the request, the Publisher Server 140, through the functionality of the offer management program 165 and

database 170, delivers the requested Web page to the User's computer 100, thus presenting the User with at least one offer. The particular offer in which the User is interested will be referred to herein as the "original offer". In some examples discussed below, the User is interested in the First Offer. In other examples discussed below, the User is interested in the Second Offer. (emphasis added)

Clearly, according to Lustig, **the user selects an offer** (*see e.g.*, paragraph [0070]) **after the user has viewed the Web page describing a plurality of offers.** Accordingly, the cited portion of Lustig cannot teach presenting one of the plurality of offers to the purchaser wherein the presented offer includes said improved terms **in response to said purchaser accepting said offer** since Lustig teaches that his user selects an indicator after the user is presented with a Web page describing a plurality of offers.

**In fact, Lustig appears to teach away from, in response to said purchaser accepting said offer, presenting one of a plurality of offers to a purchaser, wherein the presented offer includes said improved terms,** as illustrated by paragraph [0081] reproduced below:

Accordingly, after the matching program 260 has completed its determination, and if the matching program 260 determines that the better offer is available, the matching program 260 accepts the better offer on behalf of the User. (paragraph [0081], lines 1-5; emphasis added)

According to Lustig, after determining that the “better offer” is available, the matching program “accepts the better offer on behalf of the User.” Nowhere does Lustig teach that the actual “better offer” is presented to the user. Accordingly, Lustig fails to teach or suggest in response to said purchaser accepting said offer, presenting one of a plurality of offers to a purchaser, wherein the presented offer includes said improved terms.

Thus, for at least the reasons presented above, the rejection of claim 1 is unsupported by the cited art and removal thereof is respectfully requested.

## **Claim 2**

In regard to claim 2, Lustig in view of Seymour fails to teach or suggest **wherein said detecting comprises detecting said purchaser entering a credit card number, a pre-paid account number, a gift certificate number, an escrow account number, or a bank guaranty number.** The Examiner cites paragraph [0047], which describes user information including payment information, such as a credit account number. However, nowhere does Lustig teach or suggest that such user information is detected as part of detecting an issuance of a commitment to purchase with associated terms for said product or service being purchased by the purchaser using an Internet website. Accordingly, Lustig in combination with Seymour fails to teach or suggest that detecting an issuance of a commitment to purchase comprises detecting the purchaser entering a credit card number, a pre-paid account number, a gift certificate number, an escrow account number, or a bank guaranty number.

Thus, for at least the reasons presented above, the rejection of claim 2 is unsupported by the cited art and removal thereof is respectfully requested.

## **Claim 8**

In regard to claim 8, Lustig in view of Seymour fails to teach or suggest **wherein said commitment to purchase comprises a purchase order for which payment has been guaranteed by said purchaser.** The Examiner cites paragraph [0047] of Lustig, which describes user information including payment information. However, nowhere does Lustig teach or suggest anything at all about a purchase order for which payment has been guaranteed by said purchaser, much less *wherein said commitment to purchase comprises a purchase order for which payment has been guaranteed by said purchaser*.

Thus, for at least the reasons presented above, the rejection of claim 8 is unsupported by the cited art and removal thereof is respectfully requested.

### **Claim 11**

**In regard to claim 11, Lustig fails to teach or suggest wherein conducting said search for said improved terms comprises conducting an auction amongst a plurality of suppliers for said product.** The Examiner cites paragraph [0078] of Lustig, which is reproduced below:

Further with regard to the functionality accessible through the hypertext link, once the Order Server 150 receives the original offer information and the request, the Order Server 150 transmits a corresponding request along with the original offer information to the Matching Engine 250 to initiate and facilitate a matching process. In response to the request and using the original offer information, the matching program 260 performs the matching process, in which the matching program 260 accesses the available offer information in the matching database 270, compares the available offer information with the original offer information to determine whether the better offer is available.

Lustig fails to teach or suggest anything at all about conducting said search for said improved terms comprises conducting an auction amongst a plurality of suppliers for said product. Instead, Lustig teaches accessing available offer information from a database. No one of ordinary skill in the art would confuse *accessing available offer information from a database* with *conducting an auction amongst a plurality of suppliers for said product*. While Seymour does disclose a “system and method for conducting an electronic auction over an open communications network,” **the Examiner fails to provide any reason at all as to why one of ordinary skill in the art would be motivated to combine the teachings of Seymour with the teachings of Lustig to create the specific method of claim 11.**

Thus, for at least the reasons presented above, the rejection of claim 11 is unsupported by the cited art and removal thereof is respectfully requested.



## **Claim 12**

**In regard to claim 12, Lustig in view of Seymour fails to teach or suggest entering a legal contract with said purchaser to supply said product under said improved terms.** The Examiner cites paragraph [0079] of Lustig, which is reproduced below:

The request by the Order Server 150 instructs and authorizes the Matching Engine 250 to accept the better offer on behalf of the User if the better offer is available. In this embodiment, the request by the Order Server 150 also instructs and authorizes the Matching Engine 250 to accept the original offer on behalf of the User if the better offer is not available and the original offer is in the matching database 270. In other embodiments, the request by the Order Server 150 also instructs and authorizes the Matching Engine 250 to accept the original offer on behalf of the User if the better offer is not available, even if the original offer is not in the matching database 270 before the request is made (e.g., the request by the Order Server 150 can also instruct the Matching Engine 250 to include the original offer information in the matching database 270).

Lustig, even when combined with Seymour, fails to teach or suggest anything at all about a legal contract much less entering a legal contract with said purchaser to supply said product under said improved terms. Instead, Lustig teaches accepting a better offer or accepting an original offer. However, nowhere does Lustig teach or suggest that accepting an offer is the same as entering a legal contract with said purchaser to supply said product under said improved terms.

Thus, for at least the reasons presented above, the rejection of claim 12 is unsupported by the cited art and removal thereof is respectfully requested.

## **Claims 14, 16, 17, 18, 19, 20, 22, 23, 26, and 27**

**In regard to claim 14, Lustig in view of Seymour fails to teach or suggest rejecting one or more of the plurality of offers based on the default purchasing standards.** The Examiner cites paragraph [0060] and [0061] of Lustig, reproduced below:

The matching program 260 is adapted to, upon request, and upon receipt of the original offer information, retrieve the available offer information from the matching database 270 and compare the available offer information with the original offer information to determine whether the better offer is available. (paragraph [0060], emphasis added)

Further, the matching program 260 is adapted to, when directed, accept the better offer on behalf of the user originating the request. In this embodiment, the matching program 260 is also adapted to, when directed, accept the original offer on behalf of the user originating the request, if the original offer information is in the matching database 270. (paragraph [0061], emphasis added)

**Nowhere does Lustig teach anything at all about actively rejecting an offer.** In her remarks, the Examiner appears to assert that that by accepting an offer, the matching program rejects another offer. However, just because one offer is accepted does not mean that another is actively accepted. Other offers could be kept “alive” for numerous reasons. The actual teachings of Lustig fail to substantiate the Examiner’s assertion. Lustig, even when combined with Seymour, fails to teach or suggest actively rejecting one or more of the plurality of offers based on the default purchasing standards.

**Furthermore, Lustig in view of Seymour fails to teach or suggest receiving information indicating one or more default purchasing standards for the purchaser; and, in response to said purchaser accepting a separate offer for negotiating improved terms within a specified time, rejecting one or more other offers, based on the default purchasing standards.**

The Examiner cites paragraphs [0070-0073] of Lustig and refers to the fact that in Lustig’s system a user may connect to a publisher’s web site to submit an original offer. The Examiner also relies on the fact that Lustig’s system accepts the better of the user’s original offer and other offers. Thus, the Examiner’s position appears to be that a user selecting an original offer in Lustig’s system equates to receiving information indicating default purchasing standards for a purchaser using an Internet web site to purchase a product or service, as recited in Appellant’s claims. **However, Appellant’s claim 14 draws a distinction between “detecting an issuance of a commitment to purchase**

*with associated terms” and “receiving information indicating one or more default purchasing standards”*. Thus, the user-selected offer to purchase an item in Lustig is not the same as receiving *default purchasing standards* that are distinct from terms associated with a commitment to purchase a product or service.

Furthermore, in the cited passage, Lustig teaches that his system provides a web page including a plurality offers to the user for selection. Presenting plurality of purchase offers from which a user selects an offer “in which the user is interested” (Lustig, para. [0070]) does not equate to, nor teach or suggest, even if combined with Seymour, *receiving information indicating default purchasing standards*, as recited in claim 14. Receiving information indicating that a user is *interested* in a *particular* offer, as taught by Lustig, is not the same as receiving information indicating *default purchasing standards* which are used in rejecting other offers that arise from the purchaser accepting a separate offer for negotiating improved terms within a specified time. The Examiner has erroneously conflated user selection of a particular offer with receiving *default purchasing standards* that are used in rejecting other offers that arise from the purchaser accepting a separate offer for negotiating improved terms within a specified time. An offer is clearly not the same as default purchasing standards. No one of ordinary skill in the art would conflate the initial offer in Lustig with default purchasing standards as recited in Appellant’s claim.

Lustig even in light of Seymour does not teach that a user selecting an offer of interest has anything to do with default purchasing standards used in rejecting other offers that arise from the purchaser accepting a separate offer for negotiating improved terms within a specified time. Nor does Lustig, even in view of Seymour, teach that user selected offers are used as default purchasing standards in rejecting other offers that arise from the purchaser accepting a separate offer for negotiating improved terms. Therefore, Lustig and Seymour, whether considered singly or in combination, clearly fail to teach or suggest receiving information indicating one or more default purchasing standards for a purchaser using an Internet web site to purchase a product or service; and, in response to

the purchaser accepting a separate offer for negotiating improved terms within a specified time, rejecting one or more other offers, based on the default purchasing standards.

**Additionally, the cited portion of Lustig fails to teach or suggest, in response to said purchaser accepting said offer presenting one of the plurality of offers to the purchaser, wherein the presented offer includes said improved terms.** The Examiner cites paragraphs [0042]-[0044] of Lustig, which describes a “Publisher” receives offer information from vendors and “uses the Web server 140 to present Web pages that contain the offer information, for example, in the manner of an electronic catalog” (paragraph [0044]). While Lustig does disclose “Web pages that contain the offer information,” this offer information is presented to the user **before the user indicates an “original offer”** as illustrated by paragraph [0070] reproduced below:

During operation of the system 50, the User operates the User's computer 100 to connect to the Publisher's Web site and communicate with the interaction program 240 that, in coordination with the presentation program 230, enables the EUREKA-1 (3.0-001) User to navigate the Publisher's Web site. Once at the Publisher's Web site, the User uses the browsing and/or searching tools available on the Web site to request a Web page describing a plurality of offers, including the First Offer and the Second Offer. In response to the request, the Publisher Server 140, through the functionality of the offer management program 165 and database 170, delivers the requested Web page to the User's computer 100, thus presenting the User with at least one offer. The particular offer in which the User is interested will be referred to herein as the "original offer". In some examples discussed below, the User is interested in the First Offer. In other examples discussed below, the User is interested in the Second Offer. (emphasis added)

Clearly, according to Lustig, **the user selects an offer** (see e.g., paragraph [0070]) **after the user has viewed the Web page describing a plurality of offers.** Accordingly, the cited portion of Lustig cannot teach presenting one of the plurality of offers to the purchaser wherein the presented offer includes said improved terms **in response to said purchaser accepting said offer** since Lustig teaches that his user selects an indicator after the user is presented with a Web page describing a plurality of offers.

**In fact, Lustig appears to teach away from, in response to said purchaser accepting said offer, presenting one of a plurality of offers to a purchaser, wherein the presented offer includes said improved terms** as illustrated by paragraph [0081] reproduced below:

Accordingly, after the matching program 260 has completed its determination, and if the matching program 260 determines that the better offer is available, the matching program 260 accepts the better offer on behalf of the User. (paragraph [0081], lines 1-5; emphasis added)

According to Lustig, after determining that the “better offer” is available, the matching program “accepts the better offer on behalf of the User.” Nowhere does Lustig teach that the actual “better offer” is presented to the user. Accordingly, Lustig fails to teach or suggest in response to said purchaser accepting said offer, presenting one of a plurality of offers to a purchaser, wherein the presented offer includes said improved terms.

Thus, for at least the reasons presented above, the rejection of claim 14 is unsupported by the cited art and removal thereof is respectfully requested.

### **Claim 15**

**Lustig in view of Seymour fails to teach or suggest wherein said computer program is configured to detect the issuance of the commitment to purchase by detecting said purchaser entering a credit card number or a pre-paid account number or a gift certificate number.** The Examiner cites paragraph [0047], which describes user information including payment information, such as a credit account number. However, nowhere does Lustig teach or suggest that such user information is detected as part of detecting an issuance of a commitment. Accordingly, Lustig in combination with Seymour fails to teach or suggest that to detect an issuance of a commitment to purchase his system is configured to detect a credit card number or a pre-paid account number or a gift certificate number.

Thus, for at least the reasons presented above, the rejection of claim 15 is unsupported by the cited art and removal thereof is respectfully requested.

### **Claim 21**

In regard to claim 21, Lustig in view of Seymour fails to teach or suggest wherein said commitment to purchase comprises **a purchase order for which payment has been guaranteed by said purchaser.** The Examiner cites paragraph [0047] of Lustig, which describes user information including payment information. However, nowhere does Lustig teach or suggest anything at all about *a purchase order for which payment has been guaranteed by said purchaser*, much less *wherein said commitment to purchase comprises a purchase order for which payment has been guaranteed by said purchaser.*

Thus, for at least the reasons presented above, the rejection of claim 21 is unsupported by the cited art and removal thereof is respectfully requested.

### **Claim 24**

In regard to claim 24, Lustig fails to teach or suggest wherein conducting said search for said improved terms comprises conducting an auction amongst a plurality of suppliers for said product. The Examiner cites paragraph [0078] of Lustig, which is reproduced below:

Further with regard to the functionality accessible through the hypertext link, once the Order Server 150 receives the original offer information and the request, the Order Server 150 transmits a corresponding request along with the original offer information to the Matching Engine 250 to initiate and facilitate a matching process. In response to the request and using the original offer information, the matching program 260 performs the matching process, in which the matching program 260 accesses the available offer information in the matching database 270, compares the available offer information with the original offer information to determine whether the better offer is available.

Lustig fails to teach or suggest anything at all about conducting said search for said improved terms comprises conducting an auction amongst a plurality of suppliers for said

product. Instead, Lustig teaches accessing available offer information from a database. No one of ordinary skill in the art would confuse *accessing available offer information from a database* with *conducting an auction amongst a plurality of suppliers for said product*. While Seymour does disclose a “system and method for conducting an electronic auction over an open communications network,” **the Examiner fails to provide any reason at all as to why one of ordinary skill in the art would be motivated to combine the teachings of Seymour with the teachings of Lustig to create the specific method of claim 24.**

Thus, for at least the reasons presented above, the rejection of claim 24 is unsupported by the cited art and removal thereof is respectfully requested.

#### **Claim 25**

**In regard to claim 25, Lustig in view of Seymour fails to teach or suggest wherein the web site server is operable to enter into a legal contract with said purchaser to supply said product under said improved terms.** The Examiner cites paragraph [0079] of Lustig, which is reproduced below:

The request by the Order Server 150 instructs and authorizes the Matching Engine 250 to accept the better offer on behalf of the User if the better offer is available. In this embodiment, the request by the Order Server 150 also instructs and authorizes the Matching Engine 250 to accept the original offer on behalf of the User if the better offer is not available and the original offer is in the matching database 270. In other embodiments, the request by the Order Server 150 also instructs and authorizes the Matching Engine 250 to accept the original offer on behalf of the User if the better offer is not available, even if the original offer is not in the matching database 270 before the request is made (e.g., the request by the Order Server 150 can also instruct the Matching Engine 250 to include the original offer information in the matching database 270).

Lustig, even when combined with Seymour, fails to teach or suggest anything at all about a legal contract much less a web site server that is operable to enter into a legal contract with said purchaser to supply said product under said improved terms. Instead, Lustig teaches accepting a better offer or accepting an original offer. However, nowhere does

Lustig teach or suggest that accepting an offer is the same as entering a legal contract with said purchaser to supply said product under said improved terms.

Thus, for at least the reasons presented above, the rejection of claim 25 is unsupported by the cited art and removal thereof is respectfully requested.

#### **Claims 29, 32, 33, 34, 35, 37, 39, and 40**

Regarding claims 29, Lustig in view of Seymour fail to teach or suggest that if a better price is found before the predetermined amount of time expires, purchasing the particular item or service for the purchaser at the better price and *charging the purchaser a new price between the particular price and the better price.* **The Examiner does not provide a proper rejection of claim 29.** The Examiner merely states that claims “29 – 40 contain similar limitations found in claims 1-13 above, therefore [claims 29 – 40] are rejected by the same rational.” **However, none of claims 1-13, nor the rejection of those claims, mentions anything regarding purchasing an item or service for a purchaser at a better price and charging the purchaser a new price between the particular price and the better price.** The Examiner has improperly failed to consider the specific limitations of Appellant’s claim. **Therefore, no *prima facie* rejection has been stated in regard to claim 29.**

As noted above, Lustig in view of Seymour fails to teach or suggest purchasing the particular item or service for the purchaser at the better price and **charging the purchaser a new price between the particular price and the better price.** Lustig’s system teaches only that the best offer found is accepted on behalf of the user. Nowhere does Lustig mention purchasing an item or service at a better price and charging the purchaser a new price between the particular price and the better price. Similarly, Seymour is silent regarding this limitation of Appellant’s claim. Seymour’s automated auction system allows buyers and sellers said to configure specific auction strategies that are implemented by bidder and seller agents. Nothing in Seymour’s teaches or suggests purchasing the particular item or service for the purchaser at the better price and charging



the purchaser a new price between the particular price and the better price. Additionally, there is nothing about the Examiner's combination of Lustig and Seymour that teaches or suggests this limitation of Appellant's claim.

In her response to arguments, the Examiner, without citing any portion of Lustig or Seymour in support, refers to the fact that Lustig's system may accept a better offer (than the user's originally selected offer) on behalf of the user. The Examiner then asserts, "Lustig obviously teaches purchasing the particular item [or] service for the purchaser that [at] the better price and charging the purchaser a new price between the particular price and the better." **However, the Examiner's assertion is completely unsupported by the actual teachings of the reference.** Nowhere does Lustig, even if viewed in light of Seymour, teach anything regarding purchasing the item for the purchaser at the better price and charging the purchaser a new price between the particular price and the better price. In fact, the very wording used by Lustig seems to teach away from charging the user a new price between price of Lustig's original offer and the price of a better offer. As admitted by the Examiner, Lustig teaches that his system, "accepts the better offer on behalf of the User" (para. 9, 15, 25, 19 and 81). Accepting a better offer *on behalf of the user* clearly implies that the better offer, and hence the cost or price of the better offer, is accepted by Lustig's system for the user. In contrast, Appellant's claim specifically recites charging the purchaser a new price between the particular price and the better price. Therefore, Lustig's system does not necessarily or inherently include or even suggest charging the user a price **between the original price and the better price.**

Thus, for at least the reasons presented above, the rejection of claim 29 is unsupported by the cited art and removal thereof is respectfully requested.

### **Claim 30**

**Regarding claim 30, Lustig in view of Seymour fails to teach or suggest wherein if said original purchase is not available after said searching is complete,**

**purchasing said particular item for said purchaser at another price and charging the purchaser said particular price. The Examiner does not provide a proper rejection of claim 30.** The Examiner merely states that claims “29 – 40 contain similar limitations found in claims 1-13 above, therefore [claims 29 – 40] are rejected by the same rational.” However, none of claims 1-13, nor the rejection of those claims, mentions anything regarding wherein if said original purchase is not available after said searching is complete, purchasing said particular item for said purchaser at another price and charging the purchaser said particular price. The Examiner has improperly failed to consider the specific limitations of Appellant’s claim. **Therefore, no *prima facie* rejection has been stated in regard to claim 30.**

**In fact, Lustig in view of Seymour appears to teach away from wherein if said original purchase is not available after said searching is complete, purchasing said particular item for said purchaser at another price and charging the purchaser said particular price.** As admitted by the Examiner, Lustig teaches that his system, “accepts the better offer on behalf of the User” (para. 9, 15, 25, 19 and 81). Accepting a better offer *on behalf of the user* clearly implies that the better offer, and hence the cost or price of the better offer, is accepted by Lustig’s system for the user. In contrast, Appellant’s claim specifically recites purchasing said particular item for said purchaser at another price and charging the purchaser said particular price. **Nowhere does Lustig, even when combined with Seymour, teach or suggest charging a purchaser a price that is different than a price at which a particular item was purchased.**

Thus, for at least the reasons presented above, the rejection of claim 30 is unsupported by the cited art and removal thereof is respectfully requested.

### **Claim 31**

**In regard to claim 31, Lustig in view of Seymour fails to teach or suggest wherein said detecting *comprises* detecting said purchaser entering a credit card number or a pre-paid account number or a gift certificate number.** The Examiner

cites paragraph [0047], which describes user information including payment information, such as a credit account number. However, nowhere does Lustig teach or suggest detecting the entry of such user information as part of detecting an action by a purchaser that indicates that the purchaser is about to make an original purchase for a particular item or service over the Internet for a particular price. Accordingly, Lustig in combination with Seymour fails to teach or suggest that detecting an issuance of a commitment to purchase *comprises* detecting said purchaser entering a credit card number or a pre-paid account number or a gift certificate number.

Thus, for at least the reasons presented above, the rejection of claim 31 is unsupported by the cited art and removal thereof is respectfully requested.

### **Claim 36**

**In regard to claim 36, Lustig in view of Seymour fails to teach or suggest wherein said original purchase comprises a purchase order for which payment has been guaranteed by said purchaser.** The Examiner cites paragraph [0047] of Lustig, which describes user information including payment information. However, nowhere does Lustig teach or suggest anything at all about *a purchase order for which payment has been guaranteed by said purchaser*, much less *wherein said commitment to purchase comprises a purchase order for which payment has been guaranteed by said purchaser*.

Thus, for at least the reasons presented above, the rejection of claim 36 is unsupported by the cited art and removal thereof is respectfully requested.

### **Claim 38**

**In regard to claim 38, Lustig fails to teach or suggest wherein searching for said better price comprises conducting an auction amongst a plurality of suppliers for said product.** The Examiner cites paragraph [0078] of Lustig, which is reproduced below:

Further with regard to the functionality accessible through the hypertext link, once the Order Server 150 receives the original offer information and the request, the Order Server 150 transmits a corresponding request along with the original offer information to the Matching Engine 250 to initiate and facilitate a matching process. In response to the request and using the original offer information, the matching program 260 performs the matching process, in which the matching program 260 accesses the available offer information in the matching database 270, compares the available offer information with the original offer information to determine whether the better offer is available.

Lustig fails to teach or suggest anything at all about wherein searching for said better price comprises conducting an auction amongst a plurality of suppliers for said product. Instead, Lustig teaches accessing available offer information from a database. No one of ordinary skill in the art would confuse *accessing available offer information from a database* with *conducting an auction amongst a plurality of suppliers for said product*. While Seymour does disclose a “system and method for conducting an electronic auction over an open communications network,” **the Examiner fails to provide any reason at all as to why one of ordinary skill in the art would be motivated to combine the teachings of Seymour with the teachings of Lustig to create the specific method of claim 38.**

Thus, for at least the reasons presented above, the rejection of claim 38 is unsupported by the cited art and removal thereof is respectfully requested.

### **Claims 41 and 42**

**In regard to claim 41, Lustig in view of Seymour fails to teach or suggest intercepting a message over the Internet to delay the purchase for a predetermined amount of time, wherein the message includes commitment to purchase information for the purchaser regarding the item or service.** The Examiner asserts that intercepting a message over the Internet is “well known in the art” and that it would have been obvious “to modify Lustig’s [system] in combining (sic) with Seymour ... for the purpose of providing more efficiency and convenient in communication over the

Internet.” However, the Examiner’s assertion that intercepting a message over the Internet, where the message includes commitment to purchase is well known is merely the Examiner’s opinion. **The Examiner hasn’t cited any prior art that supports the Examiner’s contention that it is obvious to intercept a message over the Internet where the message includes commitment to purchase information.** M.P.E.P. 2144.03A clearly states, “It is never appropriate to rely solely on ‘common knowledge’ in the art without evidentiary support in the record, as the principal evidence upon which a rejection was based.” That is precisely the case here. The Examiner has merely stated that it is “well known in the art” to intercept a message over the Internet where the message includes commit to purchase information. The Examiner’s assertion is the “principal evidence” upon which the rejection of Appellant’s claim is based.

**Additionally, the Examiner’s rejection does not take into account the full and complete language of Appellant’s claim.** The Examiner’s rejection does not address the fact that claim 41 recites intercepting a message over the Internet *to delay the purchase for a predetermined amount of time*. Lustig and Seymour, as admitted by the Examiner do not mention anything regarding intercepting a message over the Internet to delay the purchase for a predetermined amount of time. The Examiner does not cite any prior art that teaches or suggests intercepting a message to delay a purchase for a predetermined amount of time. The Examiner’s combination of cited art thus fails to teach or suggest all claim limitations. M.P.E.P. §2143.03 clearly states that all claim limitations must be taught or suggested by the prior art to establish *prima facie* obviousness.

**Additionally, the Examiner has failed to provide a proper reason for modifying Lustig in view of Seymour.** The Examiner has stated a general goal of improving the efficiency of Internet communication. The reason given by the Examiner would actually teach away from Appellant’s claimed invention. One seeking to “provide more efficiency and convenience in Internet communication” would not be motivated to modify the combination of Lustig and Seymour to include intercepting a message over

the Internet to delay a purchase for a predetermined amount of time, where the message includes commitment to purchase information.

**Additionally, Lustig in view of Seymour fail to teach or suggest that if a better price is found before the predetermined amount of time expires, purchasing the particular item or service for the purchaser at the better price and charging the purchaser a new price between the particular price and the better price. The Examiner does not provide a proper rejection of claim 44.** The Examiner merely states that claims “41, 42, and 44 contain similar limitations found in claims 1, therefore [claims 41, 42, and 44] are rejected by the same rational.” **However, claim 1 as well as the rejection of claim 1 fails to mention anything regarding purchasing an item or service for a purchaser at a better price and charging the purchaser a new price between the particular price and the better price.** The Examiner has improperly failed to consider the specific limitations of Appellant’s claim. **Therefore, no *prima facie* rejection has been stated in regard to claim 41.**

As noted above, Lustig in view of Seymour fails to teach or suggest purchasing the particular item or service for the purchaser at the better price and charging the purchaser a new price between the particular price and the better price. Lustig’s system teaches only that the best offer found is accepted on behalf of the user. Nowhere does Lustig mention purchasing an item or service at a better price and charging the purchaser a new price between the particular price and the better price. Similarly, Seymour is silent regarding this limitation of Appellant’s claim. Seymour’s automated auction system allows buyers and sellers said to configure specific auction strategies that are implemented by bidder and seller agents. Nothing in Seymour’s teaches or suggests purchasing the particular item or service for the purchaser at the better price and charging the purchaser a new price between the particular price and the better price. Additionally, there is nothing about the Examiner’s combination of Lustig and Seymour that teaches or suggests this limitation of Appellant’s claim.

In her response to arguments, the Examiner, without citing any portion of Lustig or Seymour in support, refers to the fact that Lustig's system may accept a better offer (than the user's originally selected offer) on behalf of the user. The Examiner then asserts, "Lustig obviously teaches purchasing the particular item [or] service for the purchaser that [at] the better price and charging the purchaser a new price between the particular price and the better." **However, the Examiner's assertion is completely unsupported by the actual teachings of the reference.** Nowhere does Lustig, even if viewed in light of Seymour, teach anything regarding purchasing the item for the purchaser at the better price and charging the purchaser a new price between the particular price and the better price. In fact, the very wording used by Lustig seems to teach away from charging the user a new price between price of Lustig's original offer and the price of a better offer. As admitted by the Examiner, Lustig teaches that his system, "accepts the better offer on behalf of the User" (para. 9, 15, 25, 19 and 81). Accepting a better offer *on behalf of the user* clearly implies that the better offer, and hence the cost or price of the better offer, is accepted by Lustig's system for the user. In contrast, Appellant's claim specifically recites charging the purchaser a new price between the particular price and the better price. Therefore, Lustig's system does not necessarily or inherently include or even suggest charging the user a price **between the original price and the better price**.

Thus, for at least the reasons presented above, the rejection of claim 41 is unsupported by the cited art and removal thereof is respectfully requested.

#### **Claim 44**

**In regard to claim 44, Lustig in view of Seymour fails to teach or suggest a plurality of broker-agent programs performing multiple searches in parallel for the better price.** The Examiner states, "retrieving and comparing a plurality of available offers to determine the better offer is considered equivalent to performing multiple searches in parallel for better price", referring to Lustig's matching programming organizing, storing and retrieving a plurality of offers from a matching database. Appellant strongly disagrees. Lustig, even if combined with Seymour, does not teach a plurality of broker-agent programs performing multiple searches in

parallel for the better price. The Examiner even states that Lustig’s matching program “organizes, stores, and retrieves a plurality of available offers *from a matching database*” (italics added). Thus, **as admitted by the Examiner**, Lustig teaches retrieving other offers from a database, not a plurality of broker-agent programs performing multiple searches in parallel. Offers may be obtained in order to fill a database in numerous ways. The Examiner’s contention that retrieving a plurality of offers from a database is “equivalent to” performing multiple searches in parallel is simply incorrect and is clearly unsupported by the cited art.

**Additionally, Lustig in view of Seymour fail to teach or suggest that if a better price is found before the predetermined amount of time expires, purchasing the particular item or service for the purchaser at the better price and charging the purchaser a new price between the particular price and the better price. The Examiner does not provide a proper rejection of claim 44.** The Examiner merely states that claims “41, 42, and 44 contain similar limitations found in claims 1, therefore [claims 41, 42, and 44] are rejected by the same rational.” **However, claim 1 as well as the rejection of claim 1 fails to mention anything regarding purchasing an item or service for a purchaser at a better price and charging the purchaser a new price between the particular price and the better price.** The Examiner has improperly failed to consider the specific limitations of Appellant’s claim. **Therefore, no *prima facie* rejection has been stated in regard to claim 44.**

As noted above, Lustig in view of Seymour fails to teach or suggest purchasing the particular item or service for the purchaser at the better price and **charging the purchaser a new price between the particular price and the better price.** Lustig’s system teaches only that the best offer found is accepted on behalf of the user. Nowhere does Lustig mention purchasing an item or service at a better price and charging the purchaser a new price between the particular price and the better price. Similarly, Seymour is silent regarding this limitation of Appellant’s claim. Seymour’s automated auction system allows buyers and sellers said to configure specific auction strategies that are implemented by bidder and seller agents. Nothing in Seymour’s teaches or suggests purchasing the particular item or service for the purchaser at the better price and charging the purchaser a new price between the particular price and the better price. Additionally,



there is nothing about the Examiner's combination of Lustig and Seymour that teaches or suggests this limitation of Appellant's claim.

In her response to arguments, the Examiner, without citing any portion of Lustig or Seymour in support, refers to the fact that Lustig's system may accept a better offer (than the user's originally selected offer) on behalf of the user. The Examiner then asserts, "Lustig obviously teaches purchasing the particular item [or] service for the purchaser that [at] the better price and charging the purchaser a new price between the particular price and the better." **However, the Examiner's assertion is completely unsupported by the actual teachings of the reference.** Nowhere does Lustig, even if viewed in light of Seymour, teach anything regarding purchasing the item for the purchaser at the better price and charging the purchaser a new price between the particular price and the better price. In fact, the very wording used by Lustig seems to teach away from charging the user a new price between price of Lustig's original offer and the price of a better offer. As admitted by the Examiner, Lustig teaches that his system, "accepts the better offer on behalf of the User" (para. 9, 15, 25, 19 and 81). Accepting a better offer *on behalf of the user* clearly implies that the better offer, and hence the cost or price of the better offer, is accepted by Lustig's system for the user. In contrast, Appellant's claim specifically recites charging the purchaser a new price between the particular price and the better price. Therefore, Lustig's system does not necessarily or inherently include or even suggest charging the user a price **between the original price and the better price**.

Thus, for at least the reasons presented above, the rejection of claim 44 is unsupported by the cited art and removal thereof is respectfully requested.

## **CONCLUSION**

For the foregoing reasons, it is submitted that the Examiner's rejection of claims 1-44 was erroneous, and reversal of the Examiner's decision is respectfully requested.

The Commissioner is authorized to charge the appeal brief fee (small entity) of \$250.00 and any other fees that may be due to Meyertons, Hood, Kivlin, Kowert, & Goetzel, P.C. Deposit Account No. 501505/5596-00301/RCK.

Respectfully submitted,

/Robert C. Kowert/

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Date: June 28, 2007

## **VIII. CLAIMS APPENDIX**

The claims on appeal are as follows.

1. A method for negotiating improved terms for a product or service being purchased over the Internet, the method comprising:

receiving information indicating one or more default purchasing standards for a purchaser using an Internet web site to purchase said product or service;

detecting an issuance of a commitment to purchase with associated terms for said product or service being purchased by the purchaser using the Internet web site;

making an offer to said purchaser for negotiating said improved terms within a specified time;

in response to said purchaser accepting said offer:

conducting a search for said improved terms within said specified time;

receiving information regarding a plurality of offers for said product or service within said specified time;

rejecting one or more of the plurality of offers based on the default purchasing standards; and

presenting one of the plurality of offers to the purchaser, wherein the presented offer includes said improved terms.

2. The method of claim 1, wherein said detecting comprises detecting said

purchaser entering a credit card number, a pre-paid account number, a gift certificate number, an escrow account number, or a bank guaranty number.

3. The method of claim 1, wherein said detecting comprises detecting said purchaser viewing a particular web page.

4. The method of claim 1, wherein said detecting comprises detecting said purchaser accessing a particular URL.

5. The method of claim 1, wherein said detecting comprises detecting said purchaser clicking an icon to confirm order.

6. The method of claim 1, wherein said making an offer to said purchaser comprises displaying said offer on a screen of a computer system used by said purchaser to purchase said product over the Internet.

7. The method of claim 1, further comprising executing said commitment to purchase.

8. The method of claim 1, wherein said commitment to purchase comprises a purchase order for which payment has been guaranteed by said purchaser.

9. The method of claim 1, wherein said improved terms comprise a better price, or a better delivery, or a better warranty or a better return policy compared to the terms associated with said commitment to purchase.

10. The method of claim 1, wherein making an offer to said purchaser comprises:

reading information associated with commitment to purchase;

determining if commitment to purchase represents an area of interest for an improved terms service provider;

if commitment to purchase represents an area of interest for said improved terms service provider:

making said offer to said purchaser.

11. The method of claim 1, wherein conducting said search for said improved terms comprises conducting an auction amongst a plurality of suppliers for said product.

12. The method of claim 1, further comprising entering a legal contract with said purchaser to supply said product under said improved terms.

13. The method of claim 1, wherein conducting said search for said improved terms comprises searching a database of preferred suppliers for said product.

14. A system for negotiating improved terms for a product or service being purchased over a computer network, the system comprising:

a computer program;

a web site server computer system;

wherein said computer program is executable on a client computer system by a purchaser to connect with the web site server and detect an issuance of a commitment to purchase with associated terms for said product or service;  
and

wherein the web site server is operable to:

receive information indicating one or more default purchasing standards for the purchaser;

receive a notification about said issuance of said commitment to purchase;

make an offer to said purchaser for negotiating improved terms within a specified time; and

in response to said purchaser accepting said offer:

conducting a search for said improved terms within said specified time;

receiving information regarding a plurality of offers for said product or service within said specified time;

rejecting one or more of the plurality of offers based on the default purchasing standards; and

presenting one of the plurality of offers to the purchaser, wherein the presented offer includes said improved terms.

15. The system of claim 14, wherein said computer program is configured to detect the issuance of the commitment to purchase by detecting said purchaser entering a credit card number or a pre-paid account number or a gift certificate number.

16. The system of claim 14, wherein said computer program is configured to detect the issuance of the commitment to purchase by detecting said purchaser viewing a particular web page.

17. The system of claim 14, wherein said computer program is configured to

detect the issuance of the commitment to purchase by detecting said purchaser accessing a particular URL.

18. The system of claim 14, wherein said computer program is configured to detect the issuance of the commitment to purchase by detecting said purchaser clicking an icon to confirm order.

19. The system of claim 14, wherein said web site server is configured to make the offer to said purchaser by displaying said offer on a screen of a computer system used by said purchaser to purchase said product over the Internet.

20. The system of claim 14, wherein the computer program is configured to execute said commitment to purchase.

21. The system of claim 14, wherein said commitment to purchase comprises a purchase order for which payment has been guaranteed by said purchaser.

22. The system of claim 14, wherein said improved terms comprise one or more of the following: a better price, a better delivery, a better warranty, or a better return policy, as compared to the terms associated with said commitment to purchase.

23. The system of claim 14, wherein said web server is configured to make the offer to said purchaser by:

reading information associated with the commitment to purchase;

determining if the commitment to purchase represents an area of business interest for an improved terms service provider; and

if the commitment to purchase represents an area of interest for said improved terms service provider, then making said offer to said purchaser.

24. The system of claim 14, wherein conducting said search for said improved terms comprises conducting an auction amongst a plurality of suppliers for said product or service.

25. The system of claim 14, wherein the web site server is operable to enter into a legal contract with said purchaser to supply said product under said improved terms.

26. The system of claim 14, wherein conducting said search for said improved terms comprises searching a database of preferred suppliers for said product.

27. The system of claim 14, wherein said client computer system is one or more of the following: a personal computer, a laptop computer, a notebook computer, an Internet-enabled cellular phone, an Internet-enabled personal digital assistant, or an Internet-enabled television.

28. A computer-readable storage medium, comprising program instructions, wherein the program instructions are executable by a computer system to implement the method of claim 1.

29. A method, comprising:

detecting an action by a purchaser that indicates that the purchaser is about to make an original purchase for a particular item or service over the Internet for a particular price;

determining that the purchaser agrees to wait a predetermined amount of time in exchange for a possibility of securing a better price for said particular item or service;

searching for said better price for said particular item or service;



if said better price is found before said predetermined amount of time expires, purchasing the particular item or service for the purchaser at the better price and charging the purchaser a new price between said particular price and said better price; and

if said better price is not found before said predetermined amount of time expires, executing the original purchase for the particular item or service over the Internet for the particular price.

30. The method as recited in claim 29, wherein if said original purchase is not available after said searching is complete, purchasing said particular item for said purchaser at another price and charging the purchaser said particular price.

31. The method of claim 29, wherein said detecting comprises detecting said purchaser entering a credit card number or a pre-paid account number or a gift certificate number.

32. The method of claim 29, wherein said detecting comprises detecting said purchaser viewing a particular web page.

33. The method of claim 29, wherein said detecting comprises detecting said purchaser accessing a particular URL.

34. The method of claim 29, wherein said detecting comprises detecting said purchaser clicking an icon to confirm order.

35. The method of claim 29, further comprising offering said purchaser an opportunity to enter into an alternative contract and displaying said alternative contract on a screen of a computer system used by said purchaser to make said original purchase over the Internet.

36. The method of claim 29, wherein said original purchase comprises a purchase order for which payment has been guaranteed by said purchaser.

37. The method of claim 35, wherein offering said purchaser said opportunity to enter into said alternative contract comprises:

reading information associated with said original purchase;

determining if said original purchase represents an area of interest for an alternative contract provider;

if said original purchase represents an area of interest for said alternative contract provider:

making said alternative contract to said purchaser.

38. The method of claim 29, wherein searching for said better price comprises conducting an auction amongst a plurality of suppliers for said particular item.

39. The method of claim 29, wherein searching for said better price comprises searching a database of preferred suppliers for said particular item.

40. A computer-readable storage medium, comprising computer program instructions configured to implement the method of claim 29.

41. A method, comprising:

detecting an action by a purchaser that indicates that the purchaser is about to make an original purchase for a particular item or service over the Internet for a particular price;

intercepting a message over the internet to delay said purchase for a predetermined amount of time, wherein the message includes commitment to purchase information for the purchaser regarding the item or service;

searching for a better price for said particular item or service;

if said better price is found before said predetermined amount of time expires, purchasing the particular item or service for the purchaser at the better price and charging the purchaser a new price between said particular price and said better price; and

if said better price is not found before said predetermined amount of time expires, executing the original purchase for the particular item or service over the Internet for the particular price.

42. A computer-readable storage medium, comprising computer program instructions configured to implement the method of claim 41.

43. The method of claim 1, wherein said making an offer comprises contacting said purchaser with a confirmation of said product purchase.

44. A method, comprising:

detecting an action by a purchaser that indicates that the purchaser is making an original purchase for a particular item or service over the Internet for a particular price;

accessing a broker-agent web site for seeking a better price for said particular item or service within a predetermined amount of time, where said seeking

a better price comprises a plurality broker-agent programs performing multiple searches in parallel for said better price;

if said better price is found before said predetermined amount of time expires, purchasing the particular item or service for the purchaser at the better price and charging the purchaser a new price between said particular price and said better price; and

if said better price is not found before said predetermined amount of time expires, executing the original purchase for the particular item over the Internet for the particular price.

## **IX. EVIDENCE APPENDIX**

No evidence submitted under 37 CFR §§ 1.130, 1.131 or 1.132 or otherwise entered by the Examiner is relied upon in this appeal.

**X.     RELATED PROCEEDINGS APPENDIX**

There are no related proceedings.